



Certificate of Public Convenience and
Necessity Application

Sussex County

Dellwood Estates

September 14, 2016

Mr. Kevin Neilson
Public Service Commission
861 Silver Lake Blvd.
Suite 100
Dover, DE 19904

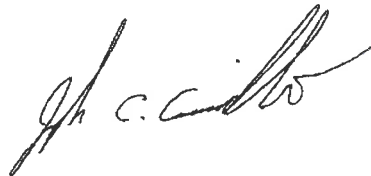
Re: CPCN Application – Dellwood Estates

Dear Mr. Neilson;

Enclosed you will find the CPCN application for Dellwood Estates located in Sussex County, Delaware.

One original copy the application has been included. If I can be of further assistance upon your review, please do not hesitate to contact me at 302-747-1308.

Respectfully,



Joseph C. Cuccinello
CPCN Coordinator
Tidewater Utilities, Inc.

cc: Mr. Grover P. Ingle, SFMO w/enclosures
Mr. Ed Hallock, DPH w/enclosures
Mr. Stewart Lovell, DNREC w/enclosures
Mr. John Ashman, Sussex County w/enclosures

**APPLICATION FOR A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY
REQUIRED TO BEGIN OR EXPAND THE BUSINESS
OF A PUBLIC WATER UTILITY**

BEFORE THE PUBLIC SERVICE COMMISSION

Application Fee \$300 for filing each extension to a CPCN
 \$750 for filing each original application for new water utility 26 Del. C. §114(a)

This form of application must be filed for each new and expanding water system pursuant to 26 Del. C. §203C.

WATER UTILITIES: DELLWOOD ESTATES

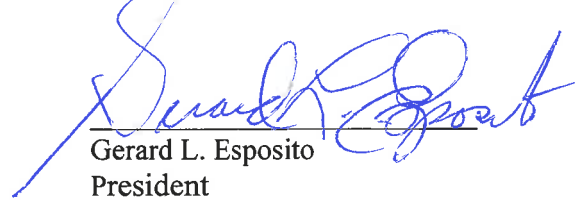
1. Basis for application:
 - ☐ a. Water in the proposed service area does not meet the Regulations Governing Public Drinking Water Systems of the State Board of Health for human consumption; {26 Del. C., §203C (d)(2)(a)}; or
 - ☐ b. Water supply in the proposed service area is insufficient to meet the projected demand; 26 Del. C., §203C (d)(2)(b)}; or
 - ☐ c. The applicant is in possession of a signed service agreement with the developer of a proposed subdivision or development, which subdivision or development has been duly approved by the respective county government; {26 Del. C., §203C (e)(1)(a)}; or
 - ☒ d. The applicant is in possession of a petition signed by all of the parcel owners of the proposed territory to be served; {26 Del. C., §203C (e)(1)(b)}; or **Exhibit A**
 - ☐ e. The applicant is in possession of a duly certified copy of a resolution from the governing body of a county or municipality requesting the applicant to provide service to the proposed territory to be served; {26 Del. C., §203C (e)(1)(c)}.
2. To obtain a Certificate of Public Convenience and Necessity ("CPCN") to provide adequate water service to customers and meet the Regulations Governing Drinking Water Standards of the State Board of Health for human consumption {26 Del. C., §203C(a)}.
3. Tidewater Utilities, Inc. requests an informal fact finding procedure during review of application.
4.
 - (a.) Full legal name and address of Applicant:
 Tidewater Utilities, Inc.
 1100 South Little Creek Road
 Dover, Delaware 19901
 - (b.) Full name of the Utility's designated representative:
 Joseph C. Cuccinello
 Kirsten Higgins
 - (c.) Phone no: 302-734-7500 X1014 or X1024
 - (d.) Fax no: 302-734-9295
 - (e.) Email address: jcuccinello@Tuiwater.com or khiggins@tuiwater.com
5. Supporting documentation required by 26 Del. C. §203C(e)(1), including evidence that all landowners of the proposed territory have been notified of application: **Exhibit B**
6. A complete list of county tax map parcel number(s) for the area covered by the application: **Exhibit C**

7. A complete list of county tax map parcel number(s) with corresponding names and addresses of property owners and a copy of the tax map(s) for the area: **Exhibit C**
8. The Applicant hereby certifies that the extension will satisfy the provisions of 26 Del. C. §403C, including:
 - (a.) The Applicant is currently furnishing water to its present customers in Delaware in such a fashion that water pressure at every house supplies is at least 25 psi at all times at the service connection.
 - (b.) The Applicant shall furnish water to the house or separate location of each new customer in the Delaware at a pressure of at least 25 psi at each location or house at all times at the connection while continuing also to supply each old customer at a pressure of at least 25 psi at each house at all times at the service connection.
 - (c.) The Applicant is currently not subject to a finding by the appropriate federal or state regulatory authority that we have materially failed to comply with applicable safe drinking water or water quality standards; and
 - (d.) The Applicant is currently not subject to any Order issued by the Commission finding that Tidewater Utilities, Inc. has materially failed to provide adequate or proper safe water services to existing customers.
9. Copies of petitions signed by landowners showing all of the parcel owners of the proposed territory to be served agree with the filing of a CPCN to permit Applicant to provide them with public water.
Exhibit A
10. Plan of service:
 - (a.) The application includes one (1) parcel located on northwest side of Beaver Dam Road in Sussex County, Delaware and identified by County Tax Parcel Numbers: 234-2.00-2.00.
 - (b.) This service territory will be served water via an off-site water main extension from Tidewater's existing 12-inch water main located on Beaver Dam Road. Tidewater anticipates water service will be available within 30 days of receiving approval.
 - (c.) A map showing the location of the parcel is provided in **Exhibit C**.
11. (a.) A copy of the application must be sent to State Fire Marshall, Public Health Department, Department of Natural Resources and County Engineering/Utility.
 - 1.) The current status of such application is: **Sent**
 - (b.) The Applicant provides the following additional information with this application;
 - 1.) A corporate history including dates of incorporation, subsequent acquisitions and/or mergers, **On PSC File**
 - 2.) A chart, which depicts the inter-company relationships, **On PSC File**
 - 3.) A map identifying all areas, including all towns, cities, counties and other governments subdivisions to which service is already provided, **On PSC File**
 - 4.) All copies of Applicant's annual reports to stockholders and that of its subsidiaries, and parent for the last two years, **On PSC File**

5.) Applicant's audited financial statements, 10K's and all proxy material for the last two years, **On PSC File**

6.) Any additional information required by PSC Staff will be made available on request.

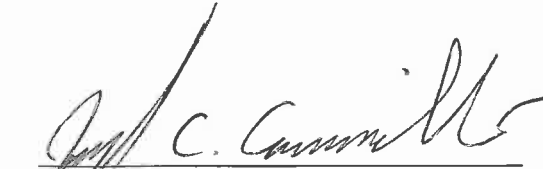
Respectfully submitted,



Gerard L. Esposito
President

Certification of Landowner Information Accuracy

By submitting this application, Tidewater Utilities, Inc. hereby certifies that we have reviewed the appropriate tax or land record documents; and that according to those documents, the landowners identified in the parcel lists are the landowners of record and that the petitions contained in this application have been signed by the landowners of record.



Joseph C. Cuccinello
CPCN Coordinator

[Government](#)[Citizens](#)[Visitors](#)[Business](#)[Services](#)

Map Search

Sussex County, Delaware - Zoning and Sales Information

PROPERTY DETAILS

- [General Information](#)
- [Appraisal & Assessment Info](#)
- [Sales Info](#)
- [Map of Property](#)

General Information

District-Map-Parcel:

2-34 2.00 2.00

Owner(s) Names:

R L W MORRIS , FAMILY LIMITED PARTNERSHIP

Property Legal Description:

RD/285

Billing Address:30271 STOCKLEY RD
MILTON , DE 19968**Land Use:**

Farm

Zoning:

Agricultural/Residential

Town/Municipality:

-No Town or Municipality Specified-

Fire District(s):

Lewes Fire District

Tax Ditch(es):

-No Ditch Records-

Sewer/Water District:

-No Sewer Records-

Watershed:

CHINCOTEAGUE

EXHIBIT

A

**PETITION FOR INCLUSION IN TIDEWATER UTILITIES, INC.
WATER SERVICE TERRITORY**

In accordance with 26 Delaware Code 203-C., R L W Morris Family Limited Partnership, the undersigned, as the recorded property owner according to current tax records for the following property/properties, requests to be included in the water service territory of Tidewater Utilities, Inc., and hereby represents that MARGARET R. MIZZI (name of signor), as GEN. PARTNER (title), of R L W Morris Family Limited Partnership is authorized to execute this petition on behalf of the company. R L W Morris Family Limited Partnership understands that all of the property owners must sign this petition in order for Tidewater Utilities, Inc to apply for a Certificate of Public Convenience and Necessity (CPCN) in order to provide water service to the following property/properties:

Tax Parcel Number(s) 234-2.00-2.00
Property Owner: R L W Morris Family Limited Partnership
Mailing Address: 30271 Stockley Rd, Milton, DE 19968
Physical Property Address: Rd/285

I UNDERSTAND THAT BY SIGNING THIS PETITION MY PROPERTY MAY HAVE TO REMAIN IN TIDEWATER UTILITIES, INC. SERVICE TERRITORY PERMANENTLY. I ALSO UNDERSTAND THAT IT MAY AFFECT MY ABILITY TO OBTAIN A PERMIT FOR A NEW WELL. IF YOU HAVE ANY QUESTIONS, COMMENT, OR CONCERNS, PLEASE CONTACT THE PUBLIC SERVICE COMMISSION AT (302) 736-7500 (in Delaware, call 800-282-8574).

By: Margaret R. Mizzi
Print Name: MARGARET R. MIZZI
Title: GENERAL PARTNER
Dated: Aug 15, 2016
Phone #: 248-435-4799
Email Address: em.mizzi46@gmail.com

I Margaret R. Mizzi (print name) am the GEN. PARTNER (insert title) of R L W Morris Family Limited Partnership, the party named above. Margaret R. Mizzi (insert name of signer above) is the GEN. PARTNER (title) of the R L W Morris Family Limited Partnership and has signed this petition in such capacity as the act and deed of the company.

Signed by: Margaret R. Mizzi
Title: GENERAL PARTNER

Contact Tidewater Utilities, Inc. at 877-720-9272 ext. 1014 with any questions related to this petition.

CERTIFICATE AND AGREEMENT OF
R L W MORRIS FAMILY LIMITED PARTNERSHIP

THIS CERTIFICATE AND AGREEMENT (the "Agreement") is made and entered into as of the 23rd day of March, 2001, by and among RUTH LAMONT WALLS MORRIS hereinafter referred to as the "General Partner", and the undersigned person as Limited Partner. The Limited Partner and any additional Limited Partners hereafter admitted to the Partnership, as herein provided, are collectively referred to as the "Limited Partners". The Limited Partners, as constituted from time to time, and the General Partner, are collectively referred to as the "Partners".

WHEREAS, the Partners desire to form a limited partnership to engage in the business described in Article II;

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Agreement, the parties (the "Partners") hereby form a limited partnership under the provisions of the Delaware Limited Partnership Act, 6 Del. Code Ch. 17, (the "Partnership"), under the following terms and conditions:

ARTICLE I

NAME, PRINCIPAL OFFICE AND TERM

SECTION 1.01 FORMATION AND NAME OF LIMITED PARTNERSHIP. The parties do hereby form a limited partnership; pursuant to and in conformity with the provisions of the Delaware Limited Partnership Act, 6 Del. Code Ch. 17, under the style name R L W MORRIS FAMILY LIMITED PARTNERSHIP, hereinafter referred to as the "Partnership".

SECTION 1.02 REGISTERED OFFICE: PLACE OF BUSINESS: REGISTERED

AGENT The registered office and place of business of the Partnership shall be Rt 2, Box 387A, Milton, Sussex County, Delaware 19968. The registered agent of the Partnership is the Limited Partnership itself, whose business office address is the same as the address of the registered office of the Partnership.

SECTION 1.03 NAMES AND ADDRESSES. This agreement is made by RUTH LAMONT WALLS MORRIS, hereinafter referred to as the "General Partner", and the undersigned person as Limited Partner. The Limited Partner and any additional Limited Partners hereafter admitted to the Partnership, as herein provided, are collectively referred to as the "Limited Partners". The Limited Partners, as constituted from time to time, and the General Partners, are collectively referred to as the "Partners". The names and addresses of the Partners are set forth in Schedule "A" attached hereto and made a part hereof.

SECTION 1.04 TERM: The term for which the Partnership is to exist shall commence as of the time and date of the filing of this Certificate and shall terminate upon the earliest of the following:

(a) The sale by the Partnership of substantially all of its assets provided, however, that if the Partnership receives a purchase money mortgage in connection with such sale, the Partnership shall continue until such mortgage is paid in full or otherwise disposed of;

(b) The death, bankruptcy, mental illness, or withdrawal of the General Partner;

DAVID W BAKER
GEORGETOWN, DEL

(c) The agreement of all of the General Partners to dissolve the Partnership;

(d) The 31st day of December, A.D. 2031; or

(e) Whenever, under Delaware Law, it is expressly stated that a Limited Partnership termination or dissolution has occurred, notwithstanding any other provisions of this Agreement.

ARTICLE II

THE CHARACTER OF THE BUSINESS

SECTION 2.01 PURPOSES OF THE PARTNERSHIP.

The nature of the business of the limited partnership is to engage in any lawful act or activity for which limited partnerships may be organized under the Delaware Limited Partnership Act, 6 Del. Code Ch. 17.

SECTION 2.02 BUSINESS ACTIVITIES OF THE PARTNERSHIP. In order to carry out its purposes, the Partnership is authorized to take such actions as may be deemed appropriate by the General Partners, including but not limited to:

(a) Legal title to all Partnership property shall be held in the name of the Partnership;

(b) The General Partners shall have the right, power and authority to lease, sell, mortgage, convey, finance, refinance, grant easements on or dedicate the land, or any part thereof, of the Partnership, or take any other action with regard thereto as may be required or necessary in the discretion of the General Partners in order to promote the Partnership objective; to borrow money and execute promissory notes upon such Partnership Property, to renew and extend any and all such loans or notes, and

to convey such Partnership property in fee simple by deed, mortgage or otherwise.

(c) The manner of holding title to the Partnership property is solely for the convenience of the Partnership, and, accordingly, the spouses, heirs, personal representatives, beneficiaries, distributees, successors, or assigns of any Partner shall have no right, title or interest in or to such Partnership property, by reason of the manner in which title is held; all such property shall be treated as Partnership property, subject to the terms of this Agreement.

ARTICLE III

CERTIFICATE AND OTHER INSTRUMENTS

SECTION 3.01 FILING AND CERTIFICATE. Immediately after all the Partners have executed and delivered this Certificate of Limited Partnership, the General Partners shall cause this Certificate to be filed in the Office of the Secretary of State for the State of Delaware, and promptly thereafter, the General Partners shall record such Certificate.

SECTION 3.02 POWER OF ATTORNEY. Each Limited Partner hereby irrevocably constitutes and appoints the General Partners as their true and lawful attorney, in their name, place and stead, to make, execute, sign, acknowledge and file:

(a) Any instrument to amend or revoke the Certificate of Limited Partnership pursuant to the Delaware Limited Partnership Act, 6 Del. Code Ch. 17.

(b) Such other certificates or instruments as may be required by law or appropriate to the conduct of the Partnership

business and the exercise by the General Partners of their authority under this Agreement, including, without limitation, deeds of conveyance of any interest in the Partnership in real property.

SECTION 3.03 DURATION OF POWER OF ATTORNEY. It is expressly intended by each of the Limited Partners that the power of attorney granted under Section 3.02 is coupled with an interest. Such power of attorney shall survive the assignment by any Limited Partner of the whole or any portion of its Partnership interest until such time as all actions necessary to effect the substitution of the assignee thereof as a substitute Limited Partner shall have been performed, and shall also, to the extent permitted by law, survive the merger, bankruptcy, receivership, or dissolution of a Limited Partner.

ARTICLE IV

CAPITAL CONTRIBUTIONS

SECTION 4.01 GENERAL AND LIMITED PARTNERSHIP UNITS

The total number of Partnership Units available for the General Partners is ten (10). The total number of Partnership Units available for the Limited Partners is nine hundred ninety (990).

SECTION 4.02 VALUE OF UNIT AND CONDITIONS OF PURCHASE

(a) The initial capital contributions of the Limited Partners acquiring Limited Partnership Units shall be the adjusted income tax basis of the "Assets" transferred to the partnership;

(b) Any purchase of Partnership Units shall require approval of the General Partners.

SECTION 4.03 INITIAL CONTRIBUTIONS

The initial capital contributions of the General and Limited Partners are set forth in Schedule "A". The percentage shown after the name of each Partner in Schedule "A" shall represent the Partnership Interest of such Partner for the purposes of this Agreement, unless increased or decreased as hereinafter provided.

SECTION 4.04 ADDITIONAL CONTRIBUTIONS OF LIMITED PARTNERS.

Each Limited Partner shall, within sixty (60) days after written notice of a capital call is given by the General Partners, contribute such additional amounts as may from time to time be requested by the General Partners, provided that:

(a) The sum of the contribution made by all Limited Partners pursuant to this Article shall not exceed the sum of all mortgages payable by the Partnership;

(b) The General Partners may not request any Limited Partner to contribute additional amounts pursuant to this Section without at the same time requesting all other Limited Partners to contribute additional amounts in accordance with the Limited Partner Percentages as set forth opposite their names under the column headed "Percentage Interest" on Schedule "A" hereto.

SECTION 4.05 GUARANTY OR OTHER ASSURANCES. Each Partner shall provide such guaranty or other assurances as the General Partners may require of the performance of such Partner's obligations under this Article.

SECTION 4.06 FAILURE TO CONTRIBUTE. If a Partner fails to contribute, within the period specified in this Article, any

amount duly requested by the General Partners pursuant to Section 4.03 or Section 4.04, the requested amount shall, beginning upon the expiration of such period and while unpaid, bear simple interest at the prime rate, and the General Partners may, at their option, either (a) take any appropriate steps to enforce the obligation of the Partner to make such a contribution, or (b) expel the Partner from the Partnership, provided that before so expelling any Partner, the General Partners shall first give written notice to the Partner of their intention to do so, and the Partner shall not be expelled if full payment of the requested amount is received by the General Partners within thirty (30) days after the filing of such notice. Any Partner expelled pursuant to this Section shall not be entitled to the return of any prior contributions made to the Partnership, or to the return of any other Payment.

SECTION 4.07 INTEREST. No interest shall be paid on capital contributions.

ARTICLE V

RIGHTS, POWERS, AND OBLIGATIONS OF GENERAL PARTNERS

SECTION 5.01 MANAGEMENT OF BUSINESS. The General Partners shall have the exclusive right and power to manage and operate the Partnership and to do all things necessary to carry on the business of the Partnership for the purposes described herein, subject to the provisions of the Delaware Limited Partnership Act, 6 Del. Code Ch. 17.

SECTION 5.02 AUTHORITY OF GENERAL PARTNERS. The General Partners are specifically authorized and empowered on behalf of

the Limited Partners, without any further consent of the Limited Partners, to do any act or execute any document or enter into any contract or any agreement of any nature or necessary or desirable, in the opinion of the General Partners, in pursuance of the purposes of the Partnership including, but not limited to the following:

(a) To enter into and carry out contracts and agreements of all kinds;

(b) To lend or borrow money, and to issue evidences of indebtedness and to secure the same by mortgage, deed of trust, or other lien on all or any part of the Partnership's assets.

(c) To bring and defend actions at law or in equity;

(d) To own, manage, sell, lease or otherwise dispose of all or any part of the Partnership's property, including the power to sell the "Land" in whole, or parcels, or lots, on such terms and conditions as shall be determined by the General Partners, in their discretion, provided that the General Partners shall use their best efforts to obtain a price, which, after all deductions, shall be sufficient to return to each Limited Partner at least the amount of his capital contribution.

(e) To employ or retain, on behalf of the Partnership, such persons, firms, or corporations as they, in their sole judgement, deem advisable in the operation and management of the business of the Partnership, including, without limitation, such accountants, attorneys, architects, landscape architects, engineers, appraisers, and experts as they deem appropriate, on

such terms and at such compensation as the General Partners, in their discretion, shall determine; and

(f) [i] To invest and reinvest (or leave temporarily uninvested) any funds in any property, real or personal, of any kind or nature, including without limitation, stocks (whether common, preferred or otherwise), bonds (secured or unsecured), obligations, mortgages, other securities and interests in any of the foregoing.

[ii] To buy, sell, and trade in securities of any nature, including short sales and including puts, calls, straddles and other options, covered and uncovered, of every kind and nature, or margin, and for such purpose may maintain and operate margin accounts with brokers, and may pledge any securities held or purchased by them with such brokers as security for loans and advances made to the Partnership.

(g) To do and perform all such other things as may be in furtherance of the Partnership purposes and necessary or appropriate to the conduct of its business as set forth in Article II.

SECTION 5.03 OTHER ACTIVITIES PERMITTED The General Partners shall devote to the Partnership business such time as is necessary for the proper performance of their duties. Any General Partner and any corporation which is a parent, subsidiary or affiliate of a General Partner, or any entity in which a General Partner or its parent, subsidiary, or affiliate may have an interest, may engage in any other business, investment or profession, including the development or ownership of or investment in real estate, and the

operation and management of real estate at all places whether or not in direct or indirect competition with this Limited Partnership. The Partnership and the Limited Partners shall have no rights in or to any of such businesses, professions, or investments, or in and to any income or profit derived therefrom.

SECTION 5.04 DEALING WITH RELATED PERSONS. The General Partners on behalf of the Partnership or for their own account, may employ a Partner or a person related to or affiliated with a Partner to render or perform a service, may contract to buy property from a Partner or such person, may enter into a partnership, and may otherwise deal with such Partner or such person, provided, however, that if the General Partners employ for the Partnership, a Partner, or persons, firms, or corporations directly or indirectly related to any one or more of them, the charges made for services rendered and materials furnished by such Partner, persons, firms or corporation are comparable to those charged by others of similar stature in the same line of business and not so related.

SECTION 5.05 LIABILITY OF GENERAL PARTNERS TO PARTNERS. The General Partners shall not be liable, responsible, or accountable in damages or otherwise to any of the Partners, for any acts performed by them within the scope of the authority conferred on them by this Agreement, or made in good faith and based on the opinion of counsel, except for acts of malfeasance or gross negligence.

SECTION 5.06 INDEMNIFICATION OF GENERAL PARTNERS. The General Partners shall be entitled to indemnity from the

Partnership for any act performed by them within the scope of the authority conferred by this Agreement or made in good faith and based on the opinion of counsel, except for acts of malfeasance, gross negligence, or misrepresentation, provided that any indemnity under this section shall be paid out of and to the extent of Partnership assets only; and, further, provided, however, that in case of any loss or damage arising from an action brought pursuant to the Delaware Limited Partnership Act, 6 Del. Code Ch. 17, the indemnification pursuant to this provision shall be limited to the fees, costs and expenses, including reasonable attorney's fees, actually and necessarily incurred by the General Partners in connection with the defense of such action, or in connection with any appeal therein.

SECTION 5.07 OTHER RIGHTS, POWERS AND LIABILITIES. In addition to all of the rights, powers and liabilities herein enumerated, the General Partners shall have all of those rights and powers and be subject to all the liabilities as provided in the Delaware Limited Partnership Act, 6 Del. Code Ch. 17.

SECTION 5.08 INSURANCE The General Partners shall cause the Partnership to obtain and keep in force insurance of such types, in such amounts, on such terms and with such carriers as will in their judgement, adequately protect the Partnership and its property.

SECTION 5.09 CHANGES IN GENERAL PARTNERS.

(a) In the event of the death, resignation or adjudication of incompetency of RUTH LAMONT WALLS MORRIS, she shall be succeeded as General Partner by FRANCES L. MARVIN and MARGARET R. MIZZI. In the event of the death, resignation or adjudication of incompetency of either FRANCES L. MARVIN and MARGARET R. MIZZI, then the other shall succeed as sole General Partner.

(b) The retirement, withdrawal, bankruptcy, assignment for the benefit of creditors, or death of a General Partner or any other event which results in his ceasing to be a General Partner, shall not cause the dissolution of the Partnership, provided there is at least one other General Partner who shall continue the business of the Partnership. In the absence of an amendment to this Agreement under Section 11.10 adversely affecting his rights under this Agreement, no General Partner shall have the right to resign or withdraw from the Partnership without either the prior written consent of all other General Partners, or of the Limited Partners owning in the aggregate 51 percent of the total Limited Partner Percentages. Any General Partner who resigns or withdraws from the Partnership in violation of the foregoing provision shall remain liable for the debts, obligations, and liabilities of the Partnership to the same extent as if he had not retired or withdrawn and, in addition, shall be liable to the Partnership and the Partners for any damages sustained by reason of such retirement or withdrawal. A General Partner who has ceased for any reason to be a General Partner shall nevertheless remain

liable for all the debts, obligations, liabilities, and commitments of the Partnership incurred while he was a General Partner.

(c) Upon the retirement, withdrawal, bankruptcy, assignment for the benefit of creditors, or death of a General Partner, he shall cease to be a General Partner, but unless he assigns his equity interest in the Partnership to a substitute General Partner, whose substitution is consented to by all other General Partners with respect to obligations and liabilities incurred and arising out of operations thereafter, or unless the Partnership is dissolved as a consequence of his ceasing to be a General Partner and liability is imposed upon him by law or some specific provision of this Agreement, the General Partner shall remain liable for the debts, obligations, and liabilities of the Partnership.

ARTICLE VI

RIGHTS AND OBLIGATIONS OF LIMITED PARTNERS

SECTION 6.01 MANAGEMENT OF BUSINESS. The Limited Partners shall not take any part in the conduct or control of the Partnership business nor have any right or authority to act for or on behalf of the Partnership, except as hereinafter provided.

SECTION 6.02 RIGHTS. Limited Partners shall have the same rights as the General Partners to:

(i) At all reasonable times and places inspect and copy any of the Partnership books;

(ii) Have, on demand, true and full information of all things affecting the Partnership, and a formal account of the

Partnership affairs whenever circumstances render it just and reasonable.

SECTION 6.03 LIABILITIES. No Limited Partner shall be liable for any debts, obligations or losses of the Partnership in excess of his contributions to the capital of the Partnership except as provided in the Delaware Limited Partnership Act, 6 Del. Code Ch. 17.

SECTION 6.04 OUTSIDE ACTIVITIES. Nothing in this Agreement shall be deemed to prohibit any Limited Partner from engaging in or owning an interest in other business ventures of every kind and description, including, but not limited to the development, ownership, or management of real estate developments, projects or undertakings, whether or not the Partnership also has an interest therein, and neither the Partnership nor any of the partners shall have any rights by virtue of this Agreement in such independent business ventures or to the income or profits derived therefrom.

SECTION 6.05 PROFITS. A Limited Partner shall have the right to receive a share of the profits or other compensation by way of income, and to the return of his capital contributions as provided in this Agreement, and as provided in the Delaware Limited Partnership Act, 6 Del. Code Ch. 17.

SECTION 6.06 WITHDRAW. No Limited Partner shall at any time be entitled to withdraw all or any part of his capital contributions without the prior written consent of all of the General Partners.

ARTICLE VII

PROFITS, LOSSES, DISTRIBUTIONS AND ELECTIONS

SECTION 7.01 PROFITS AND LOSSES. Profits and losses of the Partnership for each fiscal year shall be allocated among the partners in proportion to their ownership of the Partnership.

SECTION 7.02 DISTRIBUTIVE SHARES FOR TAX PURPOSES

(a) There shall be allocated to each Partner for federal income tax purposes, in the same proportions prescribed in Section 7.01, a separate distributive share of all Partnership taxable income, gains, losses, deductions and credits.

(b) In the event that any Partner contributes property to the Partnership other than cash, any Partnership taxable gain or loss realized on the sale or other liquidation of such property shall be allocated among the Partner contributing such property or his successor in interest (hereafter in this Section, Contributing Partner) and all other partners as follows:

(i) Any taxable gain or loss attributable to any difference between the adjusted basis of the property at the time of contribution and the value assigned thereto by the General Partners upon its receipt shall be allocated solely to the Contributing Partner; and

(ii) Any remaining taxable gain or loss shall be allocated to all Partners (including the Contributing Partner) prorata in accordance with their General or Limited Partner percentages.

(c) In the event of the assignment of part or all of the Partnership interest of a Limited Partner pursuant to Section

8.02 and the admission of the assignee as a Substituted Limited Partner pursuant to Section 8.03 the distributive share, in respect of the Partnership interest assigned, of Partnership taxable income, gains, losses, deductions and credits for the fiscal year in which such assignments occur, shall be allocated between the assignor Limited Partner and the Substituted Limited Partner prorata in accordance with the number of days in such fiscal year during which each Partner held such Partnership interest.

SECTION 7.03 DISTRIBUTIONS

The General Partners, in their discretion, except as hereinafter provided, may determine from time to time whether Partnership Net Profits (as hereinafter defined) shall be distributed or shall be retained in the Partnership Business, in which latter event the capital account of all Partners shall be increased. The General Partners, in exercising their discretion under this Section, shall ordinarily, unless in their judgment circumstances warrant otherwise, withhold from distribution and invest and apply in furtherance of the Partnership purposes any funds realized through the sale or liquidation of a capital asset, except such amounts as may be necessary and reasonable to compensate the Partners for any tax liability or other expenses expected to be incurred by him on account of such sale or liquidation. In no event shall any net profits be distributed unless there are working capital funds sufficient to maintain sound financial operations. Any such distributions of Net Profits

in any fiscal year shall be allocated among the Partners in proportion to their respective Partnership Interests.

SECTION 7.04 LOSSES. The Net Losses (as hereinafter defined) of the Partnership for any fiscal year shall be allocated among the Partners for any fiscal year in proportion to their respective Partnership Interest and shall be charged against such Partnership Interests.

SECTION 7.05 DEFINITIONS. The terms "Net Profits" and "Net Loss" of the Partnership shall mean the net profits or losses, as the case may be, from the operation of the Partnership, as determined for federal income tax purposes.

SECTION 7.06 TAX ELECTIONS

(a) In the event of a transfer of all or part of a Partnership Interest, the Partnership shall elect pursuant to Section 754 of the Internal Revenue Code to adjust the basis of Partnership property. If any Partner transfers all or part of its Partnership Interest, any basis adjustment from such transfer, whether made under Section 754 of the Internal Revenue Code or otherwise, shall be allocated solely to the transferee.

(b) The Partnership shall treat as an expense all amounts incurred for rent, real estate taxes, interest and other charges relating to the "land" which may, in accordance with applicable law, regulations, and/or decisions be considered as expenses.

(c) The Partnership shall, to the extent permitted by applicable law and regulations and upon obtaining any necessary approval of the Commissioner of Internal Revenue, elect to use

such methods of depreciation as the General Partners determine to be most favorable to the Limited Partners.

(d) All other elections, required or permitted to be made by the Partnership shall be made in such manner as the General Partners determine to be most favorable to the Limited Partners. No Partner shall take any action or refuse to take any action which would cause the Partnership to forfeit the benefits of any tax election previously made or agreed to be made.

ARTICLE VIII

TRANSFER OF INTERESTS

SECTION 8.01 INTERESTS OF GENERAL PARTNERS. The property rights of the General Partners in the Partnership as defined by the Delaware Limited Partnership Act, 6 Del. Code Ch. 17, shall not be transferred or assigned, except as provided in Section 5.09.

SECTION 8.02 INTERESTS OF LIMITED PARTNERS. The interests in the Partnership of a Limited Partner ("Partnership Interests") or any portion thereof, may not be transferred or assigned without the prior written consent of the General Partners. Such consent may be withheld absolutely, in the sole discretion of the General Partners, and shall in no event be given unless:

(a) In the case of an assignment of part of the Partnership Interest of the assignor, the General Partners, in their discretion, determine that the Partnership Interest would not thereby be fragmented in a manner or to an extent inconsistent with efficient operation of the Partnership; and

(b) The assignee shall deliver to the General Partners:

(i) An agreement, in a form satisfactory to the General Partners to be bound by this Agreement;

(ii) Such guaranty, or other assurances as the General Partners may require of the performance of any obligations with respect to contributions of additional capital imposed by Section 4.04;

(iii) A power of attorney substantially identical to that contained in Section 3.02; and

(iv) Such other instruments or documents as the General Partners may require in order to effect the substitution of such person as a substituted Limited Partner pursuant to Section 8.03.

(c) Any such assignment is pursuant to an exemption under the Delaware Securities Act and Federal Securities Acts.

SECTION 8.03 SUBSTITUTED LIMITED PARTNERS. An assignee of part or all of the Partnership Interest of a Limited Partner pursuant to an assignment consented to by the General Partners and in all other respects in compliance with Section 8.02 shall be admitted as a Substitute Limited Partner. The Partnership Commitment and Partnership Contribution of a Substituted Limited Partner shall be those of the assignor immediately before the assignment, provided that in the case of an assignment of part of the Partnership Interest of a Limited Partner, the Partnership Commitment and Partnership Contribution previously attributed to the assignor shall be divided between the assignor and the assignee in accordance with the fraction of the Partnership Interest of the assignor assigned.

SECTION 8.04 TAX RESTRICTION. No transfer of a Partnership Interest may be made after the "original use" of any project on the land, within the meaning of the Internal Revenue Code and Regulations, if the Partnership Interest sought to be transferred, within the period of twelve (12) consecutive months prior thereto, equals fifty (50) percent or more of the total interest in Partnership profits and capital, or otherwise would result in the termination of the Partnership under Section 708 of the Internal Revenue Code. The General Partners may refuse to consent to a transfer of a Partnership Interest, if, prior to the date thereof, the Partnership shall not have received an opinion of counsel, satisfactory in form and substance to the General Partners, that the proposed transfer will not cause a termination of the Partnership for tax purposes and will not prevent the Partnership from being entitled to use any of the accelerated methods of depreciation enumerated in Section 167(b) of the Internal Revenue Code which requires a taxpayer to be the original user of the property so depreciated.

SECTION 8.05 AMENDMENT OF CERTIFICATE. Upon the admission of any general partner or limited partner, the General Partners shall take all steps necessary and appropriate to prepare and record an Amendment to this Certificate of Limited Partnership, and may for this purpose exercise the Power of Attorney granted pursuant to Section 3.02. All necessary and reasonable expenses incurred by the Partnership related to the preparation execution and recording of an amendment to the Certificate of the Limited Partnership shall be paid by the substituted partner.

ARTICLE IX

BOOKS OF ACCOUNT AND PARTNERSHIP RECORDS

SECTION 9.01 BOOKS OF ACCOUNT At all times during the continuance of the Partnership, the General Partners shall keep or cause to be kept, in accordance with generally accepted accounting practices, full and true books of account in which shall be entered fully and accurately all transactions of the Partnership.

SECTION 9.02 INSPECTION. All of the books of account of the Partnership, together with an executed copy of the Certificate of Limited Partnership and of such other instruments as the General Partners may be required to execute pursuant to Section 3.02 including amendments thereto, shall at all times be maintained at the principal office of the Partnership and shall be open to the inspection and examination of the Partners or their representatives.

SECTION 9.03 FISCAL YEAR. The fiscal year of the Partnership shall end on December 31st of each year.

SECTION 9.04 ANNUAL FINANCIAL REPORTS. The General Partners shall deliver to all the Partners within 75 days after the expiration of each fiscal year a Financial Report of the Partnership including a balance sheet, profit and loss statement, and a statement showing distributions to the Partners, and allocation to the Partners of Partnership taxable income, gains, losses, deductions and credits. All such statements shall be prepared in accordance with generally accepted accounting practices by such public accountants enrolled by the State of

Delaware as the General Partners shall, in their sole judgment, employ for the purpose of auditing the accounts of the Partnership.

SECTION 9.05 PARTNERS' ACCOUNTS. An individual Capital Account and Income Account shall be kept for each Partner. When net income is credited to a Partner it shall be credited to his Income Account. When net loss is charged to a Partner, it shall first be charged to his Income Account to the extent thereof and thereafter it shall be charged to his Capital Account. The contributions required to be made by the Partners under Article IV shall be credited to their respective Capital Accounts.

SECTION 9.06 TAX RETURNS. The General Partners shall cause all income tax returns for the Partnership to be prepared by the public accountants selected by the General Partners to audit the Partnership's books of account and shall cause such tax returns to be timely filed with the appropriate authorities. Copies of such tax returns shall be kept at the principal office of the Partnership and shall be available for inspection by the Limited Partners during normal business hours.

SECTION 9.07 BANK ACCOUNTS. The funds of the Partnership currently needed in the daily operation of the Partnership business shall be deposited in the name of the Partnership in such bank accounts insured by the Federal Deposit Insurance Corporation (FDIC) as shall be designated by the General Partners, and withdrawals therefrom shall be made by such persons as the General Partners may designate. All deposits and other funds not currently needed in the daily operation of the Partnership

business shall be invested by the General Partners pursuant to the authority and power granted to them pursuant to Section 5.02 hereof.

ARTICLE X

DISSOLUTION, WINDING-UP DISTRIBUTION

SECTION 10.01 CONDITIONS FOR DISSOLUTION. The Partnership shall be dissolved upon the happening of any of the events specified in subsections (a) through (e) of Section 1.04.

SECTION 10.02 FINAL STATEMENT Upon the dissolution of the Partnership, a final statement of its assets and liabilities shall be prepared by the Partnership's public accountants and furnished to the Partners within seventy-five (75) days after such dissolution.

SECTION 10.03 WINDING-UP AND DISTRIBUTION. Upon the dissolution of the Partnership, the General Partners (which term for the purposes of this section, shall include the Trustee or Successor thereof) shall distribute proceed to liquidate the assets of the Partnership and the proceeds of such liquidation shall be applied and distributed in the following order of priority as provided in the Delaware Limited Partnership Act, 6 Del. Code Ch. 17:

(a) Payments to creditors, in the order of priority as provided by law, except those to Limited Partners on account of their capital contributions and to the General Partners;

(b) Payments to Limited Partners in respect to their share of the net profits and other compensation by way of income on their capital contributions;

(c) Payments to Limited Partners in respect to their capital contributions;

(d) Payments to General Partners other than for capital contributions and net profits;

(e) Payments to General Partners in respect to net capital contributions.

SECTION 10.04 ADVANCES OF PARTNERS. If any partner shall advance any monies to the Partnership in excess of his contributions to the capital of the Partnership, the amount of any such advances shall not increase his capital contribution or entitle him to any increase in the distributions of the Partnership; but the amount of any such advance shall be a debt of the Partnership to such Partner and, unless otherwise provided and agreed, shall be repaid to him without interest and shall be payable or collectable only out of the Partnership assets as provided in Section 10.03 hereof.

SECTION 10.05 DISTRIBUTION IN KIND TO PARTNERS. If, in the judgement of the General Partners, it shall be impractical to liquidate part or all of the assets of the Partnership, then assets which they deem not suitable for liquidation may be distributed to the Partners in kind, subject to the order of priority set forth in Section 10.03 and, further, subject, to such conditions and restrictions on the property to be distributed in kind as the General Partners deem reasonable and equitable.

SECTION 10.06 DISTRIBUTION OF PROCEEDS OF REFINANCING AND SALE. Notwithstanding the provisions of Section 7.03, the net proceeds resulting from the refinancing of any mortgage loan on

property of the Partnership, or from the sale or taking by eminent domain of all or substantially all of its property, or from the liquidation of all or substantially all of its property prior to dissolution of the Partnership, shall be distributed forthwith in the order of priority set forth in Section 10.03.

SECTION 10.07 DEATH OF LIMITED PARTNER. The death of a Limited Partner shall not terminate or dissolve the Partnership.

ARTICLE XI

MISCELLANEOUS

SECTION 11.01 PARTNERS INDEPENDENTLY BOUND. Each General Partner and each Limited Partner shall become bound by this Agreement immediately upon affixing his signature hereto, and independently of the signature of any other Partner.

SECTION 11.02 EXECUTION IN COUNTERPARTS. This Agreement may be executed in counterparts, all of which taken together shall be deemed one original.

SECTION 11.03 ADDRESS AND NOTICE. The address of each Partner for all purposes shall be as set forth next to its name on Schedule A of this Agreement, or such other address of which the General Partners have received written notice. Any notice, demand or request required or permitted to be given or made to a Partner under this Agreement shall be in writing and shall be deemed given or made when delivered or mailed to such Partner at such address, certified mail, return receipt requested.

SECTION 11.04 TITLES AND CAPTIONS. All article, section or paragraph titles or captions contained in this Agreement are for

convenience only and shall not be deemed part of the context of this Agreement.

SECTION 11.05 PRONOUNS AND PLURALS. All pronouns and any variation thereof shall be deemed to refer to the masculine, feminine, neuter, singular, or plural as the identity of the person or persons may require.

SECTION 11.06 ENTIRE AGREEMENT. This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements between and among them respecting the subject matter of this Agreement.

SECTION 11.07 AGREEMENT BINDING. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

SECTION 11.08 WAIVER. No failure by any Partner to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any Partner by notice pursuant to Section 11.03 may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligations, or covenant of any other Partner. No waiver shall affect or alter the remainder of this Agreement but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect, with respect to any other then existing or subsequent breach thereof.

SECTION 11.09 REMEDIES. The rights and remedies of the Partners shall not be mutually exclusive, and the exercise of one or more of the provisions hereof shall not preclude the exercise of any other provisions hereof. Each of the partners confirm that damages at law may be an inadequate remedy for a breach or threatened breach of any provision hereof. The respective rights and obligations hereunder shall be enforceable by specific performance, injunction, or other equitable remedy, but nothing herein contained is intended to, or shall limit or affect any rights at law or by statute or otherwise of any party aggrieved as against the other Partner for a breach or threatened breach of any provision hereof, it being the intention of this Section to make clear the agreement of the Partners that the respective rights and obligations of the Partners hereunder shall be enforceable in equity as well as at law or otherwise.

SECTION 11.10 AMENDMENTS.

(a) Amendments to this Agreement may be proposed by the General Partners by submitting the text of such amendment to all Limited Partners in writing.

(b) Any amendment so proposed by the General Partners shall become effective unless, within thirty (30) days after the submission thereof to all Limited Partners, written objections shall be received by the General Partners from Limited Partners representing at least 51 percent of the aggregate Limited Partner Percentages held by all Limited Partners in the Partnership.

(c) Notwithstanding anything to the contrary in subsections (a) and (b):

(i) No amendment shall, without the affirmative written approval of all Partners:

A. Add to, detract from or otherwise modify the purposes of the Partnership or the character of its business as set forth in Article II.

B. Enlarge the liability of the General Partners as limited by Section 5.05;

C. Enlarge the obligation of any Partner to make contributions to the capital of the Partnership as provided in Sections 4.01 through 4.04;

D. Change the General or Limited Partner percentages as set forth on Schedule A or the method of allocating profits, losses, or distributions, as set forth in Article VII or X;

E. Detract from the authority of the General Partners to cause the dissolution of the Partnership pursuant to Section 10.01;

F. Modify the order of distribution provided by Section 10.03;


G. Reduce the General Partners' right to engage in other activities as provided in Section 5.03;

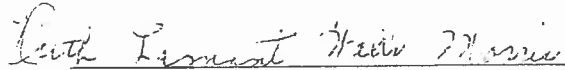
H. Amend this Section 11.10; and

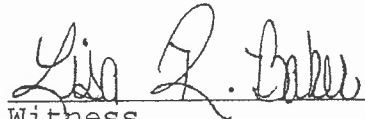
(ii) Nothing herein shall affect the authority of the General Partners to effect changes authorized by this Agreement in the membership of the Partnership.

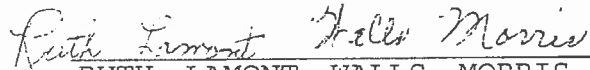
SECTION 11.11 APPLICABLE LAW. This Agreement shall be deemed to be made under and shall be construed and enforced in accordance with the laws of the State of Delaware.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered on the date first above written.


Witness

 (Seal)
RUTH LAMONT WALLS MORRIS, General Partner


Witness

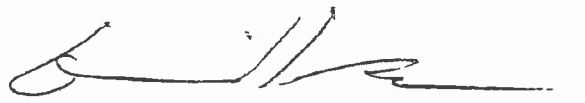
 (Seal)
RUTH LAMONT WALLS MORRIS, Limited Partner

STATE OF DELAWARE :
: ss.
COUNTY OF SUSSEX : --

BE IT REMEMBERED, that on this 23rd day of March, A.D. 2001, personally appeared before me, the Subscriber, a Notary Public for the State and County aforesaid, RUTH LAMONT WALLS MORRIS, party to this indenture, known to be personally to be such, and acknowledged this Indenture to be his act and deed.

GIVEN under my Hand and Seal of Office, the day and year aforesaid.

DAVID W. BAKER
ATTORNEY AT LAW
NOTARY PUBLIC STATE OF DELAWARE
MY COMMISSION EXPIRATION DATE

 (SEAL)
Notary Public

SCHEDULE "A"

GENERAL PARTNER	ADDRESS	CONTRIBUTION	UNITS	INITIAL PERCENT
RUTH LAMONT WALLS MORRIS	Rt 2, Box 387A Milton, Delaware 19968	\$1.00 & other good and valuable consideration	10	1%

LIMITED PARTNERS	ADDRESS	CONTRIBUTION	UNITS	INITIAL PERCENT
RUTH LAMONT WALLS MORRIS	Rt 2, Box 387A Milton, Delaware 19968	\$1.00 & other good and valuable consideration	990	99%

[Signature]

Witness

[Signature]

Witness

Ruth Lamont Walls Morris (Seal)

RUTH LAMONT WALLS MORRIS, General Partner

Ruth Lamont Walls Morris (Seal)

RUTH LAMONT WALLS MORRIS, Limited Partner

CERTIFICATION OF VITAL RECORD

DEPARTMENT OF STATE HEALTH SERVICES VITAL STATISTICS UNIT

TEXAS DEPARTMENT OF STATE HEALTH SERVICES - VITAL STATISTICS

JAN 11 2016

STATE OF TEXAS

CERTIFICATE OF DEATH

STATE FILE NUMBER **142-15-189289**

1. LEGAL NAME OF DECEASED (Include AKA's, if any) (First, Middle, Last) FRANCES L MARVIN				2. DATE OF DEATH - ACTUAL OR PRESUMED (mm-dd-yyyy) DECEMBER 29, 2015	
3. SEX FEMALE		4. DATE OF BIRTH (mm-dd-yyyy) AUGUST 19, 1944		5. AGE - Last Birthday (Years) 71	
6. BIRTHPLACE (City & State or Foreign Country) LEWES, DE		7. SOCIAL SECURITY NUMBER 014-34-5403		8. MARITAL STATUS AT TIME OF DEATH <input checked="" type="checkbox"/> Married <input type="checkbox"/> Widowed <input type="checkbox"/> Divorced <input type="checkbox"/> Never Married <input type="checkbox"/> Unknown	
9. SURVIVING SPOUSE'S NAME (If wife, give name prior to first marriage) OWEN E MARVIN				10. RESIDENCE STREET ADDRESS 4524 RHEA LANE	
10a. CITY OR TOWN EL PASO		10b. APT. NO. 79924		10c. INSIDE CITY LIMITS? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
10d. COUNTY EL PASO		10e. STATE TEXAS		10f. ZIP CODE 79924	
11. FATHER'S NAME PRIOR TO FIRST MARRIAGE FRANK J MORRIS			12. MOTHER'S NAME PRIOR TO FIRST MARRIAGE RUTH WALLS		
13. PLACE OF DEATH (CHECK ONLY ONE) IF DEATH OCCURRED IN A HOSPITAL: <input type="checkbox"/> Inpatient <input checked="" type="checkbox"/> Outpatient <input type="checkbox"/> DCA IF DEATH OCCURRED SOMEWHERE OTHER THAN A HOSPITAL: <input type="checkbox"/> Hospice Facility <input type="checkbox"/> Nursing Home <input type="checkbox"/> Decedent's Home <input type="checkbox"/> Other (Specify)					
14. COUNTY OF DEATH EL PASO		15. CITY/TOWN, ZIP (If OUTSIDE CITY LIMITS, GIVE PRECINCT NO) EL PASO, 79934		16. FACILITY NAME (If not institution, give street address) SIERRA PROVIDENCE NORTHEAST	
17. INFORMANT'S NAME & RELATIONSHIP TO DECEASED OWEN E MARVIN - HUSBAND			18. MAILING ADDRESS OF INFORMANT (Street and Number, City, State, Zip Code) 4524 RHEA LANE, EL PASO, TX 79924		
19. METHOD OF DISPOSITION <input type="checkbox"/> Burial <input type="checkbox"/> Cremation <input type="checkbox"/> Donation <input type="checkbox"/> Entombment <input checked="" type="checkbox"/> Removal from state <input type="checkbox"/> Other (Specify)			20. SIGNATURE AND LICENSE NUMBER OF FUNERAL DIRECTOR OR PERSON ACTING AS SUCH SAYRA NATHALI FRAGOSO, BY ELECTRONIC SIGNATURE - 113720		21. <input checked="" type="checkbox"/> Unknown Section _____ Block _____ Lot _____ Space _____
22. PLACE OF DISPOSITION (Name of cemetery, crematory, other place) MEMORIAL PINES CREMATORY			23. LOCATION (City/Town, and State) SUNLAND PARK, NM		
24. NAME OF FUNERAL FACILITY SUNSET FUNERAL HOME - NORTHEAST			25. COMPLETE ADDRESS OF FUNERAL FACILITY (Street and Number, City, State, Zip Code) 4631 HONDO PASS, EL PASO, TX 79904		
26. CERTIFIER (Check only one) <input checked="" type="checkbox"/> Certifying physician - To the best of my knowledge, death occurred due to the cause(s) and manner stated. <input type="checkbox"/> Medical Examiner/Judge of the Peace - On the basis of examination, and/or investigation, in my opinion, death occurred at the time, date and place, and due to the cause(s) and manner stated.					
27. SIGNATURE OF CERTIFIER ROGER BELBEL, BY ELECTRONIC SIGNATURE			28. DATE CERTIFIED (mm-dd-yyyy) JANUARY 8, 2016		29. LICENSE NUMBER G9260
30. TIME OF DEATH (Actual or presumed) 05:35 AM			31. PRINTED NAME, ADDRESS OF CERTIFIER (Street and Number, City, State, Zip Code) ROGER BELBEL 95 SUNLAND PARK SUITE 102, EL PASO, TX 79922		
32. TITLE OF CERTIFIER DO			33. PART 1. ENTER THE CHAIN OF EVENTS - DISEASES, INJURIES, OR COMPLICATIONS - THAT DIRECTLY CAUSED THE DEATH. DO NOT ENTER TERMINAL EVENTS SUCH AS CARDIAC ARREST, RESPIRATORY ARREST, OR VENTRICULAR FIBRILLATION WITHOUT SHOWING THE ETIOLOGY. DO NOT ABBREVIATE. ENTER ONLY ONE CAUSE ON EACH.		
IMMEDIATE CAUSE (Final disease or condition resulting in death) a. SEPSIS WITH RESPIRATORY FAILURE Due to (or as a consequence of): b. RENAL FAILURE Due to (or as a consequence of): c. HYPERTENSION Due to (or as a consequence of): d. DIABETES MELLITUS Due to (or as a consequence of):			Approximate Interval Onset to death HOURS-DAYS YEARS YEARS YEARS		
34. WAS AN AUTOPSY PERFORMED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			35. WERE AUTOPSY FINDINGS AVAILABLE TO COMPLETE THE CAUSE OF DEATH? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
36. MANNER OF DEATH <input checked="" type="checkbox"/> Natural <input type="checkbox"/> Accident <input type="checkbox"/> Suicide <input type="checkbox"/> Homicide <input type="checkbox"/> Pending Investigation <input type="checkbox"/> Could not be determined					
37. DID TOBACCO USE CONTRIBUTE TO DEATH? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Probably <input type="checkbox"/> Unknown		38. IF FEMALE: <input checked="" type="checkbox"/> Not pregnant within past year <input type="checkbox"/> Pregnant at time of death <input type="checkbox"/> Not pregnant, but pregnant within 42 days of death <input type="checkbox"/> Not pregnant, but pregnant 43 days to one year before death <input type="checkbox"/> Unknown if pregnant within the past year		39. IF TRANSPORTATION INJURY, SPECIFY: <input type="checkbox"/> Driver/Operator <input type="checkbox"/> Passenger <input type="checkbox"/> Pedestrian <input type="checkbox"/> Other (Specify)	
40a. DATE OF INJURY (mm-dd-yyyy) 0105560		40b. TIME OF INJURY JANUARY 8, 2016		40c. INJURY AT WORK? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
40d. PLACE OF INJURY (e.g. Decedent's home, construction site, restaurant, wooded area) REGISTRAR - EL PASO COUNTY CLERK, ELECTRONICALLY FILED					
40e. LOCATION (Street and Number, City, State, Zip Code) EL PASO					
40f. COUNTY OF INJURY EL PASO					
41. DESCRIBE HOW INJURY OCCURRED					
42a. REGISTRAR FILE NO. 0105560					
42b. DATE RECEIVED BY LOCAL REGISTRAR JANUARY 8, 2016					
42c. REGISTRAR REGISTRAR - EL PASO COUNTY CLERK, ELECTRONICALLY FILED					

EDR NUMBER 000001825274

This is a true and correct reproduction of the original record as recorded in this office. Issued under authority of Section 191.051, Health and Safety Code.

ISSUED JAN 11 2016

WARNING: THIS DOCUMENT HAS A DARK BLUE BORDER AND A COLORED BACKGROUND

GERALDINE R. HARRIS
STATE REGISTRAR

LHA



EXHIBIT

B



A Middlesex Water Company Affiliate

August 16, 2016

Certified Mail # 7011 0470 0000 2895 8680

R L W Morris Family Limited Partnership
30271 Stockley Rd
Milton, DE 19968

Dear R L W Morris Family Limited Partnership:

Tidewater Utilities Inc. (Tidewater) would like to thank you for the receipt of your signed petition requesting Tidewater to provide water service to your property, 234-2.00-2.00 located in Sussex County.

Tidewater will be submitting an application for a Certificate of Public Convenience and Necessity (CPCN) with the Public Service Commission (PSC) on or about September 14, 2016. Included with this letter is information that we are required to provide to all landowners within a proposed service territory prior to filing the application for a CPCN.

When the CPCN is granted, Tidewater will have the permission to provide public water service to your parcel. It is important for you, as the landowner, to know that when water service is made available to your parcel you are not obligated to connect to our water system as long as your current water supply is functioning properly. If you agree to have your property be part of this proposed service area, no action on your part is required at this time. If you do not agree to have your property be part of this proposed service area you will need to complete the enclosed opt out/object form and send it back to the address on top of the form.

If you have any questions in regards to this matter please feel free to contact me at 1-800-720-9272 ext. 1014 or 302-747-1308.

Sincerely,

A handwritten signature in black ink, appearing to read "Joe C. Cuccinello", is written over a horizontal line.

Joseph C. Cuccinello
CPCN Coordinator

YOU SHOULD READ THIS NOTICE CAREFULLY.

Public records list you as a landowner of the property with the following tax map parcel identification number(s):«ParcelID». Within thirty-five (35) days, Tidewater Utilities, Inc. (TUI) plans to file an application with the Delaware Public Service Commission requesting a Certificate of Public Convenience and Necessity (Certificate) to provide water service to a new territory described as Dellwood Estates.

TUI HAS INCLUDED YOUR PROPERTY IN THE TERRITORY IT INTENDS TO SERVE. TUI IS UNABLE TO ESTIMATE WHEN IT WILL PROVIDE WATER SERVICE TO YOUR PROPERTY OR DELLWOOD ESTATES.

IF YOU DO NOT TAKE ANY ACTION NOW, YOU MAY LOSE YOUR CHOICE OF WHO CAN PROVIDE WATER SERVICE TO YOUR PROPERTY AND WHETHER YOU CAN OBTAIN A WELL PERMIT.

- 1) You may choose to be included in the utility's proposed service territory. If you signed a petition for water service asking to be included in the utility's proposed service territory, [or, if you did not sign a petition for water service but want to be included, you do not have to take any action.
- 2) You have the right to "opt-out" of the utility's proposed service territory. If you "opt-out", your property will not be included in the utility's service territory. You can do this even though others in Dellwood Estates might desire water service from the utility. You should understand that being included in a utility's service territory does not mean that public water service will be immediately available to your property or that, when available; you will be required to hook-up to the public water system. However, if your property is included in the utility's water service territory, and later the water from the well providing your drinking water cannot be used, the Department of Natural Resources and Environmental Control might deny you a permit for a new well if public water is available to your property. On the other hand, if you elect to "opt-out" of the utility's service territory, but later change your mind and decide to connect to the utility's public water system, you could be charged additional fees.
- 3) You may object to the Public Service Commission granting a Certificate for Dellwood Estates. For example, you may object that the water utility does not have the legal right to serve the territory. You should review the law about what a utility must provide in order to obtain a Certificate (contact the Public Service Commission to obtain a copy of the law). If you file such an objection, you will need to tell the Public Service Commission why the utility should not receive the Certificate. Please note that an objection will not remove your property from a proposed service territory. To remove your property from the service territory, you must request to "opt-out."

Attached to this letter is a form which allows you (and other owners of the property) to exercise your options. You have seventy-five (75) days from your receipt of this notice to file your objection with the Commission. Although you may exercise your right to "opt-out" of the utility's service territory at any time before the Certificate is granted, if you choose to opt-out, it is requested that you complete the form and return it to the Public Service Commission at the address listed below within seventy-five (75) days from the date you receive this notice:

Delaware Public Service Commission
861 Silver Lake Boulevard
Cannon Building, Suite 100
Dover, Delaware 19904

If you want to “opt-out” or object, you must send the completed form to the Public Service Commission, even if you already informed the utility of your intent to “opt-out” or object.

If you have any questions, comments or concerns, please contact the Public Service Commission at (302) 736-7500 (in Delaware, call 800-282-8574).

PROPERTY OWNER OPT-OUT/OBJECT FORM

Delaware Public Service Commission
861 Silver Lake Boulevard
Cannon Building, Suite 100
Dover, Delaware 19904

Dear Delaware Public Service Commission:

I/We are the recorded property owner(s), according to current tax records, for the following property/properties:

Tax Map Parcel Identification Number(s): 234-2.00-2.00

We received a notice from *Tidewater Utilities, Inc.* that it plans to file an application with the Delaware Public Service Commission for a Certificate of Public Convenience and Necessity (Certificate) to provide water service to a proposed service territory described by Tidewater Utilities, Inc. as Back Creek (hereafter, "Proposed Service Territory").

_____ As permitted by applicable law, I hereby opt-out of *Tidewater Utilities, Inc.*'s proposed service territory. I understand that by opting out of the Proposed Service Territory, I may be charged additional fees if I later change my mind and choose to be included in the Proposed Service Territory and receive water service from *Tidewater Utilities, Inc.*

_____ I hereby object to the *Tidewater Utilities, Inc.*'s application for the Certificate of Public Convenience and Necessity. I understand that by objecting to the *Tidewater Utilities, Inc.*'s application I am not merely objecting to being included in the Proposed Service Territory (in which case, I may merely opt out as permitted by electing to opt out above), but rather am objecting to the Commission authorizing the *Tidewater Utilities, Inc.* to provide water service to *any territory* within the Proposed Service Territory, including, but not limited to, my own property. The basis of my objection is as follows:

Property Owner(s): *Property Owner Name* _____

Property Owner Address _____

Owner's Signature: _____ Date: _____

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

RLW Morris Family
Limited Partnership
30271 Stockley Rd
Milton, DE 19968

2. Article Number:

(Transfer from service label)

PS Form 3811, February 2004

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Patricia J. Morris* ☐ Agent ☒ Addressee

B. Received by (Printed Name):

C. Date of Delivery

D. Is delivery address different from item 1?

If YES, enter delivery address below: ☒ No

3. Service Type

- ☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

7011 0470 0000 2895 8680

Domestic Return Receipt

102595-02-M-1540

U.S. Postal Service™

CERTIFIED MAIL™ RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

MILTON, DE 19968

7011 0470 0000 2895 8680

Postage	\$2.30
Certified Fee	\$2.00
Return Receipt Fee (Endorsement Required)	\$0.00
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$6.47

19961 0984
08

Postmark
Held

08/18/2016

Sent To

Street, Apt. No.,
or PO Box No.

City, State, ZIP+4

RLW Morris Family LP
30271 Stockley Rd
Milton, DE 19968

PS Form 3800, August 2006

See Reverse for Instructions

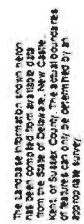
EXHIBIT

C

Exhibit C

<u>Proposed Service Area</u>	<u>Tax Map Parcel Numbers</u>	<u>Acres</u>	<u>Owners</u>
Service Area 1	234-2.00-2.00	70.22	R L W Morris Family Limited Partnership 30271 Stockely Road Milton, DE 19968

- Parcel 234-2.00-2.00 is an individual parcel on the northwest side of Beaver Dam Road and is approximately 535 feet from the intersection of Beaver Dam Road and Kendale Road.



PRINT DATE: 08/09/2016
DATE OF COMPLETION: AUGUST 9, 2016
SHEET LAYOUT BASED ON THE DELAWARE
STATE PLANE COORDINATE SYSTEM



TIDEWATER
UTILITIES, INC.

A Middlesex Water Company Affiliate

CPCN APPLICATION MAP WATER
Dellwood Estates
Sussex County, DE

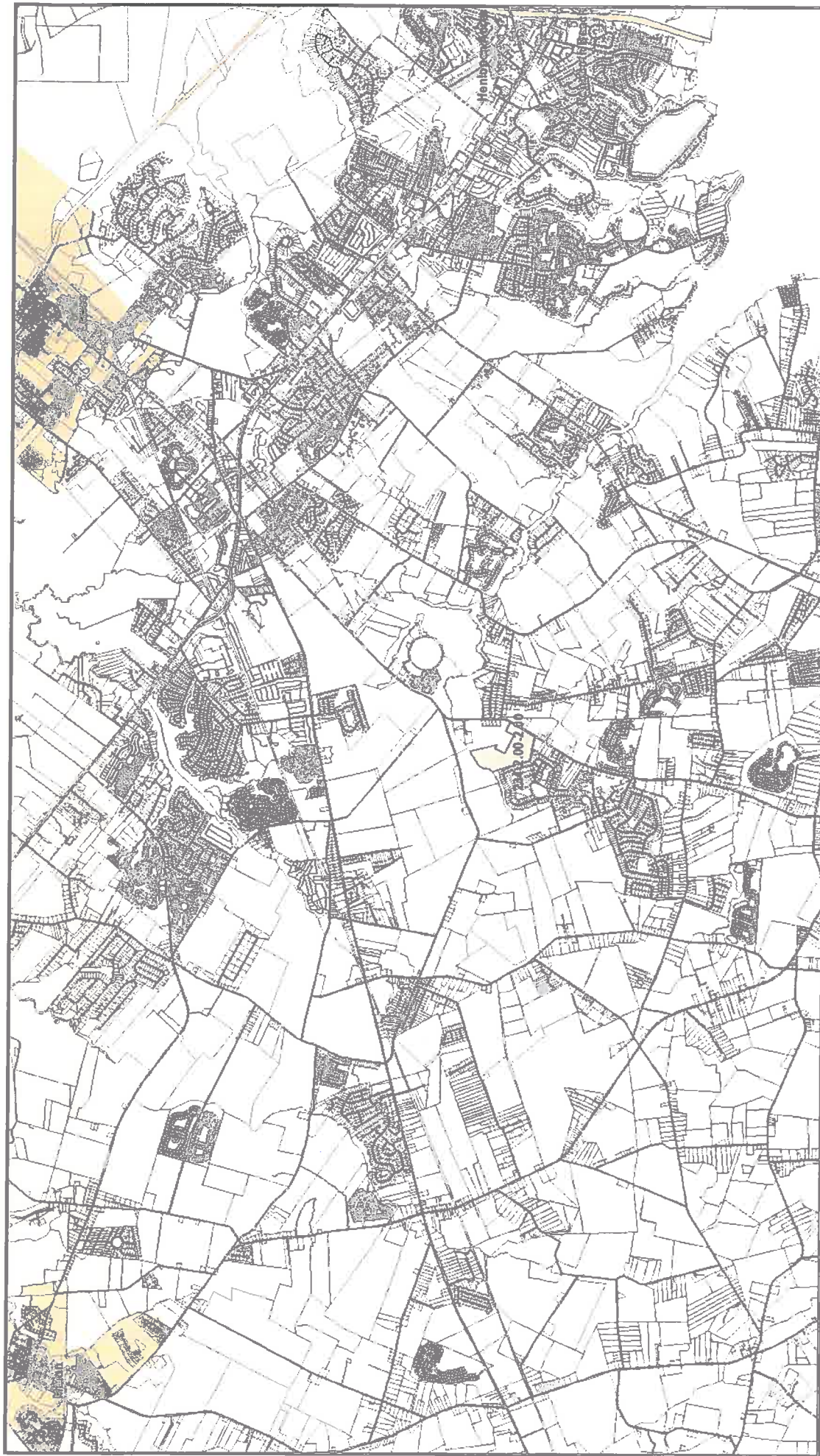
A-16-008

1 inch = 900 feet



Index

Map 1



PRINT DATE: 08/02/2016
 SHEET: 1 OF 1
 SHEET LAYOUT BASED ON THE FOLLOWING
 STATE PLANE COORDINATE SYSTEM

TIDEWATER
 UTILITIES, INC.
 A Middlesex Water Company Affiliate

CPCN APPLICATION MAP WATER
Dellwood Estates
Sussex County, DE

Legend



A-16-008
 1 inch = 4,074 feet
Overview